

RESOLUTION NO. 2012-188

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
POLICE CHIEF TO ENTER INTO AN AGREEMENT WITH THE CITY OF
STOCKTON TO PARTICIPATE IN THE COMMUNITY CORRECTIONS TASK
FORCE, ACCEPTING AB 109 FUNDING FOR ONE ADDITIONAL POLICE
OFFICER POSITION, AND APPROPRIATING FUNDS

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WHEREAS, Assembly Bill 109 reduces the State's prison population by shifting responsibility of certain felons to local government; and

WHEREAS, the City of Lodi and other San Joaquin County cities have experienced an increase in crime; and

WHEREAS, the San Joaquin County AB 109 Executive Committee recommended a Year 2 funding allocation for a Community Corrections Partnership Task Force of \$500,000; and

WHEREAS, the Task Force will assist with local implementation efforts by creating and funding additional sworn officer positions, dedicated to implementing a specific Problem Oriented Policing model, focusing on re-offenders; and

WHEREAS, the San Joaquin Board of Supervisors approved the Community Corrections Partnership Task Force budget on September 25, 2012, designating the City of Stockton as the Independent Contractor to provide oversight of the Task Force; and

WHEREAS, the Memorandum of Understanding attached as Exhibit A and incorporated herein, outlines the purpose and intent of the member cities' participation in the Task Force.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize City of Lodi participation in the Community Corrections Partnership Task Force accepting AB 109 funding for one police officer, supplies, and equipment for a period of one year or until funding is no longer available; and

BE IT FURTHER RESOLVED, that the Police Chief is hereby authorized and directed to execute agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds in the amount of \$161,334 be appropriated for this purpose.

Dated: November 21, 2012

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I hereby certify that Resolution No. 2012-188 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, Nakanishi, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk

MEMORANDUM OF UNDERSTANDING

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

I. OVERVIEW

This Memorandum of Understanding (MOU) establishes the Community Corrections Partnership Task Force (Task Force) as a joint, cooperative, and equal effort between the Cities of Stockton, Lodi, Manteca and Tracy and San Joaquin County, through its Probation Department. Additionally, this MOU formalizes relations among participating agencies for policy, guidance, and planning, in order to maximize interagency cooperation and create a close-knit and cooperative unit, capable of addressing the local impact of Assembly Bill 109, referred to as Prison Realignment.

II. MISSION

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership (CCP); and
- Supporting the concept of prison realignment.

III. GOALS

- A. To reduce crimes committed by repeat offenders who have been returned to the community as a result of the State's implementation of AB 109.
- B. To implement a specific Problem Oriented Policing model and focus on those repeat offenders who are wanted for new crimes or have a history of violence.
- C. To focus on problematic realignment offenders, including those who:
 - Are wanted for a compliance violation and/or a new crime
 - Have a history of violence
 - Have been deemed a repeat offender
 - Have been deemed at high risk of becoming a repeat offender.
- D. The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model for activity and deployment strategies.

IV. TASK FORCE ORGANIZATION

A. Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Two (2) or more Police Officers
- One or more San Joaquin County Probation Officers

B. Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities.

Two (2) or more Police Officers employed by individual Police Departments within San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will provide personnel for full time assignment to the Task Force.

Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or on an ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department will provide one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation.

C. Command and Control

The Stockton Police Department will be responsible for the day to day operation of the Task Force. The Task Force Supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the Police Department manager will report to the Police Chief's representative on the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

V. REIMBURSEMENT

The Stockton Police Department will be responsible for coordinating reimbursement between the Task Force and San Joaquin County. All participating agencies will be responsible for submitting an invoice to the City of Stockton on a not less than a quarterly basis requesting reimbursement for services rendered under this MOU. Invoices shall be on Agency letterhead and include a date, an itemized description of services provided and corresponding

dollar amounts. Invoices must be signed by an authorized agent and submitted to Stockton Police Department, Attn. Fiscal Affairs, 22 E. Market Street, Stockton, CA 95202.

Payment shall be made within 30 days of receipt and approval of each invoice.

VI. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating on the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by it and injured in the course and scope of their duties while assigned to the Task Force.

Each participating agency, insofar as it may legally do so, shall hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this MOU.

VII. OPERATIONAL LOCATION

The Task Force will be located at the Stockton Police Department's Special Investigations Section.

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire County and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the other agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

VIII. EQUIPMENT

It is anticipated that participating agencies will provide vehicles, communication and personal safety equipment as well as miscellaneous surveillance items in support of their assigned personnel. Equipment may be purchased with Task Force funding subject to availability and agency need. The Task Force Supervisor will be accountable for equipment purchased and/or assigned to the Task Force and will provide for the accounting and safeguarding of fixed assets. The Stockton Police Department shall provide the Task Force with ~~the~~ space, office furniture and equipment, and an office telephone. The contributions of other participating agencies will be negotiated and based on what items and funding each agency has available. All equipment provided by an individual agency shall remain the property of that agency and shall be returned upon termination of that agency's participation in the Task Force.

IX. STANDARD OPERATING PROCEDURES

A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.

6. The investigation of officer-involved shootings and vehicle accidents with fatalities involving Task Force members will be handled in accordance with the current San Joaquin County Officer-Involved Critical Incident Protocol Manual. A parallel investigation may be conducted by any agency when the critical incident involves one of its employees.

C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.

D. The release of media information regarding Task Force operations will be coordinated through the Task Force Supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.

E. Prior to any special operations (e.g., store front, large-scale sweeps, and long-term covert operations) the Task Force Supervisor or case agent will inform the head of each participating agency of the target and the strategies for the execution of the operation. An After Action Report will be prepared and distributed to each participating agency within 30 days of the completion of each special operation.

X. REPORTING

A. The Task Force Supervisor will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments. This reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership, and will ensure accountability for resources, personnel, and equipment.

B. In addition to the quarterly reports, the Task Force Supervisor will submit annually an Operational Report to the Community Corrections Partnership.

XI. AMENDMENTS TO THE MOU

The signators to this MOU may amend any portion of this MOU by a unanimous vote.

XII. TERM OF AGREEMENT

Any participating agency desiring to terminate its participation in this MOU shall indicate such intent, in writing, to the Stockton Police Department. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication, or upon a date established by mutual agreement. Any participating Agency may also withdraw immediately upon written notice as a result of an amendment to the MOU by a majority of the members. Upon 30 days written notice to the other Police Departments, the Stockton Police Department may withdraw the permitted use of its facility(ies) by other participating members/agencies and require those participants to vacate and return any equipment belonging to the Stockton Police Department.

XIII. SIGNATURES

The undersigned represent that they have the authority to execute this MOU on behalf of their respective agencies; and, in signing this formal MOU, represent concurrence with and support of the Community Corrections Partnership Task Force as set forth in this MOU and for the period and purposes as stated herein.

ERIC JONES, Chief
Stockton Police Department

Date

MARK HELMS, Chief
Lodi Police Department

Date

Memorandum of Understanding
Community Corrections Partnership Task Force
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NICHOLAS OBLIGACION, Chief
Manteca Police Department

Date

GARY HAMPTON, Chief
Tracy Police Department

Date

STEPHANIE L. JAMES
Chief Probation Officer
S.J. County Probation Department

Date